

Akron Westfield CSD Akron Westfield EA

1/1/2005 6/30/2007

AKRON WESTFIELD COMMUNITY SCHOOL DISTRICT

NEGOTIATED MASTER AGREEMENT

BETWEEN

AKRON WESTFIELD BOARD OF EDUCATION

AND

AKRON WESTFIELD EDUCATION ASSOCIATION

EFFECTIVE DATES

JULY 1, 2006 TO JUNE 30, 2007

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ARTICLE I

IMPASSE PROCEDURES

The impasse procedures will be found in Chapter 20 of the Iowa Code, using a one person arbitration as found in Section 22.

ARTICLE II

GRIEVANCE PROCEDURES

A. DEFINITIONS

1. Grievance. A grievance is a claim by an employee or the Akron Westfield Education Association that there has been a violation, misinterpretation or misapplication of any provision of this agreement.
2. Grievant. A 'grievant' is the person or the Association making the complaint or grievance.

B. PURPOSE

The purpose of this procedure is to secure, at the lowest possible level, acceptable solutions to the problems which may from time to time arise.

C. PROCEDURE

1. Time Limits. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process.
2. Year-End Grievance. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits set forth herein shall be reduced so that the grievance procedure may be processed prior to the end of the school year or within a maximum of 20 days thereafter. In the event that a grievance is filed within twenty (20) days of the last day of school, a meeting involving the interested parties of Levels I, II and III shall be arranged by the supervisor /principal of Level I within two (2) calendar days of the notification. These parties shall determine a pro-rated allotment of days assigned to each Level of the Grievance Procedure whose combined total does not exceed the twenty (20) day maximum allowed after the last day of school.

If a grievant fails to meet the deadline set forth in this preceding paragraph for reasons which are not attributable to the grievant, then the grievant shall not be barred from processing the involved grievance.

3. Level One - Principal or Immediate Supervisor (Informal).

Any grievant who has a grievance shall discuss it first with her/his principal or immediate supervisor, in an attempt to resolve the matter informally at that level. A grievant may have a representative from the Akron-Westfield Education Association present when she/he meets with her/his principal or immediate supervisor. This must be completed within twenty (20) school

days from the time the grievant knew, or could have known, or had access to facts constituting the basis of the grievance. Any grievance resolutions at this level shall have no precedential value in any future grievance proceeding.

4. Level Two - Principal (Formal) If, as a result of the informal discussion with the principal or immediate supervisor at level one, a grievance still exists, the grievant may invoke the formal grievance within (10) school days on the forms set forth in Schedule B. The grievance form shall be available from the Association representative or the Principal and said form shall be signed by the grievant. A copy of the grievance form shall be signed and delivered to the appropriate Principal or immediate supervisor. The Principal or immediate supervisor shall indicate his/her disposition of the grievance in writing within five (5) school days of the presentation of the formal grievance and shall furnish a copy thereof to the grievant and his representative, if any. If the grievant is not satisfied with the disposition of the grievance or if no disposition has been made within the designated time period, the grievance shall be transmitted to level three.

In the event a grievance has not been satisfactorily resolved at the second step, the grievant shall file within twenty (20) school days of the principal's written decision at the second step, a copy of the grievance with the Superintendent.

5. Level Three - Superintendent

The Superintendent or his/her representative shall meet with the grievant and his/her representative, if any, within five (5) school days of the receipt of the grievance. Within ten (10) school days of receipt of the grievance the Superintendent shall indicate his disposition of the grievance in writing to the grievant and his/her representative, if any, the Board of Education and the Association. If the grievant is not satisfied with the disposition of the grievance by the Superintendent or if no disposition has been made within ten (10) school days of the receipt of said grievance, the grievant may be transmitted to level four.

6. Level Four - Arbitration

a) The Association, if it desires, shall within ten (10) school days of the disposition submit the grievance to arbitration with the grievant's approval. b) The following procedures will be used to secure the services of an arbitrator: Within ten (10) school days after written notice to the superintendent of submission to arbitration, the parties shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a written request for a list of five arbitrators shall be made to the Public Employment Relations Board.

Within three (3) days of the receipt of the list of arbitrators the parties shall select an arbitrator by alternately removing a name from the list until one name remains. The person whose name remains shall be the arbitrator. The parties shall determine by lot which party shall remove the first name from the list submitted by the Public Employment Relations Board. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his/her decision not later than fifteen (15) school days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth her/his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which

requires the commission of an act prohibited by law or which is in violation of the terms of this agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.

D. MISCELLANEOUS

1. Written Decisions. All decisions rendered at levels two through four of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest.

2. Separate Grievance File. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personal file of any participant.

3. Meetings and Hearings. All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the parties in interest and their designated or selected representative(s), heretofore referred to in this article.

4. A grievance form to be used by a grievant will be attached to this contract as Appendix A.

ARTICLE III EVALUATION PROCEDURES

The District shall provide all licensed teachers with at least four (4) hours of inservice on the Iowa Teaching Standards and the development and/or expansion of an individual portfolio.

A. NOTIFICATION

Within nine (9) weeks of the beginning of the school year, a conference will be held between the administration and the teachers at which time the objectives for the formal evaluation for the year are discussed and stated in writing on the district form. The basic evaluation instrument used by the district will be distributed and reviewed with the employees before the beginning of the current student school year. The objectives will include professional skills, program contributions compatible with school goals, personal growth and other goals stated therein. All forms, rating sheets or other evaluation instruments to be used for the formal classroom evaluation will be attached to the evaluation instrument referred to above.

B. DEFINITION

Definitions relevant to evaluation are defined in the "Relevant Definitions" (taken from the Performance Review Packet approved for this district) in Appendix D. District Career Development Plan, Beginning Teacher, and Career Teacher are defined.

C. FORMAL EVALUATIONS

Licensed teachers shall be formally evaluated as stated in the Performance Review Packet. The basic overview is included in Appendix D under "Staff Evaluation and Professional Growth Program." The date and time of formal observations shall be mutually agreed upon by the

teacher and the principal. Formal evaluations shall not be scheduled on the day immediately before or after a vacation.

D. CONFERENCE AND COPY

The formal evaluation is then made in terms consistent with the previously determined objectives for the formal evaluation. Either teacher or principal may add comments to the report, and both shall sign it to indicate they have seen it and discussed it.

E. RESPONSES

If the employee feels his/her formal written evaluation is incomplete, inaccurate, or unjust, he/she may put his/her objections in writing and have them attached to the evaluation report to be placed in his/her personnel file. The file copy of such objections shall be signed by both parties to indicate awareness of the contents.

F. OTHER EVALUATIONS

This article deals with a procedure for a single method of teacher evaluation, i.e., observation of classroom teaching performance. Nothing in this article shall be construed as precluding evaluation of teachers by any other means whatsoever as deemed appropriate by the Administration or the Board of Directors. Teachers evaluated by any means under this subparagraph (g) shall be notified in writing of such evaluation within five (5) school days after the evaluation. Any teacher who so desires shall have five (5) school days following such notification to submit a written response.

G. REMEDIATION

The building principal or appropriate supervisor shall provide the employee with suggestions to improve the quality of teaching, eliminate difficulties as noted in previous evaluations and identify a plan of remediation which if followed should eliminate any alleged deficiencies. Said plan containing the suggestions shall be noted in writing, and an initialed copy retained by the appropriate supervisor and the employee. Following remediation, reevaluation shall be accorded the employee. Subsequent evaluation reports which fail to note the same specific deficiency shall be interpreted to mean that adequate improvement has taken place.

ARTICLE IV

LEAVES OF ABSENCE

A. SICK LEAVE

All certified professional employees shall be entitled to sick leave accumulated to 95 days at the rate of:

1st year	.	.	.	.	.	.	.	.10 days
2nd year	.	.	.	.	.	.	.	.11 days
3rd year	.	.	.	.	.	.	.	.12 days
4th year	.	.	.	.	.	.	.	.14 days
5th year and subsequent years.	.	.	.	.	.	.	.	.15 days

1. The minimum unit of usage of sick leave shall be a half day (1/2) or one-fourth (1/4) after 2:00 p.m.

2. Elective surgery may or may not be considered an illness. The decision will be left to the Board of Education and the Administrators. Medical opinion will be the major factor to be considered by the Board.

3. Medical Maternity Leave

Sick Leave granted for use in maternity situations shall be limited to six (6) consecutive weeks unless mutually extended due to a medically approved condition.

4. In the 5th and subsequent years, at the beginning of the school year each eligible employee shall be credited with 15 days of sick leave. The employee, beginning the year with 95 accumulated sick leave days, will actually have 110 sick leave days for his or her use during the school year. However, only 95 days may be carried into the next school year.

5. Sick Leave Bank ----

A. Establishment:

A sick leave bank will be established for the use of employees who choose to participate. Use of sick leave bank days will commence on the first day after the exhaustion of personal sick leave days and will continue until the employee has received their physician's approval to return to work or the exhaustion of the sick leave bank allowed days as outlined in section (D). The bank year will be the contract year. There will be no carryover of days from one year to the next. Contributed sick leave days may not be returned to employees at the end of the year.

B. Eligibility:

In order to be eligible to participate in the benefits of the sick leave bank, employees:

1. must meet the accumulation requirements as described in section (C),
2. must contribute between 1 and 3 days of sick leave to the bank,
3. and must enroll in the bank no later than September 15th of the current school year.

C. Accumulation Requirement

Employees must have 30 days of accumulated sick leave at the beginning of the school year to participate fully. Employees with less than 30 days will be allowed usage as described in section (D).

D. Usage of Bank Days

After September 15th of each school year, the total number of sick leave days in the bank and the number of eligible employees will be calculated and reported to the association. Eligible employees who have exhausted their personal sick leave may apply for sick leave bank benefits at a ratio of 10 sick leave days for each personal sick leave day contributed, and on a first come-first served basis as follows:

- 1) Employees who had accumulated 30+days of sick leave may contribute 1 to 3 days to the sick leave bank.
- 2) Employees who had accumulated 20-29 days of sick leave may contribute 1 to 2 days to the sick leave bank.

- 3) Employees who had accumulated 10-19 days of sick leave may contribute 1 day to the sick leave bank.

The superintendent will grant requests for use of the sick leave bank based on determination of need.

B. JURY AND LEGAL

Any employee called for jury duty during school hours or who is subpoenaed to appear in any judicial or administrative proceeding or who shall be required by the officer in charge to testify in any arbitration matter shall be provided such time. Any fees or remuneration the employee receives during such leave shall be turned over the Akron-Westfield Community School District excluding reimbursement for expenses provided receipts are submitted by the employee showing actual expenditures for expenses. This provision, however, excludes a teacher subpoenaed in a matter where one of the parties to the controversy is the Board and/or Association or the teacher is a principal to the litigation. Employees using this provision and being released from jury duty before noon of any day will be requested to call in to their administrative supervisor for possible assigned duties for the remainder of that school day.

C. PROFESSIONAL LEAVE - PROCEDURES

1. At the beginning of every school year, each employee shall be granted two days to be used for the employee's professional leave. All such leaves shall be in accordance with the guidelines approved by the Board of Education and shall be only granted for the improvement of instruction.
2. Teachers may be absent without deduction of pay for a period of not to exceed two (2) days each school year provided prior approval is obtained from the administration. Personal mileage at the current state rate will be paid up to two times. The school district will pay up to \$300.00 for expenses provided an itemized bill is presented to the Board of Education. The number of teachers who may attend in any one year can be limited by the Board of Education.
3. Mileage or expenses will not be paid on days in which all of the teachers are dismissed and classes are not held. Exception: The Administration will determine the dollars per teacher allotted for teacher visitation days based on budget conditions.
4. Every attempt will be made by the administration to provide access to professional leave to all teachers. This may require use of a rotating schedule due to limited funds in a given year.

D. ASSOCIATION LEAVE

Permission will be granted each year for two teachers to attend the "delegate assembly" for one or two days without loss of pay.

E. PRE-DETERMINED TEMPORARY DISABILITY

Sick leave benefits for predetermined temporary disability leave shall be granted for the period of medical confinement (as hereinafter defined) occurring during the time of the regular contract work period pursuant to the following provisions:

1. Except as hereafter modified, all policies, rules and regulations, applicable to employees who are granted sick leave shall be applicable to employees applying for predetermined temporary disability leave. Sick leave benefits for predetermined temporary disability leave, to the extent of an employee's accumulated earned sick leave, shall be paid only during the time of medical confinement which shall be the time medically indicated for termination and recommencement of duties as provided in Paragraph (3) hereof.

2. An employee shall notify the superintendent or superintendent's designee as soon as practical.

3. Following a predetermined temporary disability leave the employee shall furnish a statement from his/her physician setting forth the date that he/she became incapacitated due to personal illness and unable to perform his/her normal teaching duties, and the date that such incapacity terminated. Sick leave benefits, to the extent accumulated sick leaves earned, shall be paid only for such period of incapacity.

The determination whether the employee is capable of returning to work following the predetermined temporary disability, and whether his/her health and work efficiency will be adversely affected, shall be made in consultation with the employee, and the employee's physician and may also be in consultation with a physician of the School District's own choosing.

F. IMMEDIATE HOUSEHOLD ILLNESS

Licensed personnel may be granted Immediate Household leave of absence with pay for a maximum of five days per academic year due to illness of a member of the immediate household. Approval shall be left to the administrator. Immediate Household shall mean the employee's spouse, child, parent, brother, sister or any other person living within the employee's household dwelling. Unused days of immediate household illness leave can be cumulative to a maximum of two (2) days.

G. BEREAVEMENT

Up to five (5) days of leave may be granted at any one time in the event of the death of the employee's spouse, child, grandchild, parent, brother, sister, son-, daughter-, father, mother-, brother-, and sister-in-law or any other member of the immediate household. Employees may be granted up to three (3) days in the event of the death of a friend or relative outside the employee's immediate family.

H. PERSONAL LEAVE

1. Each employee shall be eligible for two (2) days of paid personal leave which may be used for any purpose at the discretion of the employee. If all days are not used, the employee may accumulate one day to be carried over into the next school year.

2. Requests for personal leave shall be made in writing one (1) week in advance of the date of the employee's intended absence. In the event of an emergency which prohibits prior approval, permission may be secured by telephone or in person, and then followed by a written request within five (5) days of the staff member's return. The minimum usage shall be one-fourth (1/4) day.

3. Should the number of personal leave requests occurring on one day cause a staffing problem, the superintendent or his designee shall have the discretion to grant only those requests for which

substitutes may be obtained. The superintendent or his designee shall make a good faith effort to obtain substitutes. Normally, no more than two people will be allowed to take personal leave on the same day. When personal leave requests must be denied, the superintendent or his designee shall base his/her decision on the date and time the request was received, except in cases of emergency. No personal leaves shall be granted for the day immediately preceding or the day immediately following a holiday, or for the day immediately preceding the commencement of vacation or the day following the end of a vacation period, -- except in cases of emergency.

I. RELIGIOUS LEAVE

Any employee whose religious affiliation request the observation of holidays other than those scheduled in the school calendar may obtain leave without pay upon written application to the principal for a period of time not to exceed two (2) days. Approval shall be left to the administrator.

J. LEAVE FOR GOOD CAUSE

There will be no other extended leaves of absence granted (unless for extremely exceptional circumstances which are approved by the Board of Education for good cause shown). If approved by the Board, there will be no advancement on salary schedule.

K. MISCELLANEOUS PROCEDURES

1. Application for all types of leave shall be in writing unless circumstances such as accident or illness prevent prior application.
2. All extended leaves shall be limited to no more than one year.
3. Written notice of intention to either return or resign shall be given to the superintendent by April 15 of the year in which the leave expires.
4. Emergency is when an unforeseen circumstance or state of affairs occurs and due to the loss of control over the timing of the situation a need for immediate attention to the situation occurs which requires being absent from the job assignment.

L. EMERGENCY TEMPORARY LEAVE

The superintendent may grant emergency temporary leaves of absence with pay, in the following instances:

- A. requiring the employee to reimburse the district for the cost of the substitute being hired.
- B. granting the employee use of personal sick leave days if all other leaves are exhausted.

This leave shall not be grievable under this contract.

M. FAMILY AND MEDICAL EXTENDED LEAVE

The Board desires to comply with the Family and Medical Leave Act and has developed the following policy in implementing the FMLA which shall in no way reduce or adversely impact any other provision of this Agreement.

- N. Part-time employees will receive leaves in proportion to their percent of employment.

**BOARD POLICY
AKRON-WESTFIELD COMMUNITY SCHOOLS**

FAMILY AND MEDICAL LEAVE POLICY

This policy is intended to implement the Family and Medical Leave Act.

In addition to any leave benefit provided to employees under the terms of the collective bargaining agreement between the Board and the Akron-Westfield Education Association, an employee who has been employed by the District for at least 12 months and who has performed at least 1250 hours of service during the previous 12 month period may be granted unpaid leave for one or more of the following reasons:

1. Birth of a child and in order to care for the child.

This leave is in conjunction with any 1) Sick or 2) Personal Paid Leaves which the employee has accumulated.

2. Placement of a child with the employee for adoption or foster care.

This leave is in conjunction with any 1) Personal Paid Leave which the employee has accumulated and may include additional days granted under the Emergency Temporary Leave clause.

3. To care for a spouse, child, or parent who has a serious health condition.

This leave is in conjunction with any 1) Personal or 2) Immediate Household Paid Leaves which the employee has accumulated.

4. Because of a serious health condition which renders the employee incapable of performing the functions of his or her position.

This leave is in conjunction with any 1) Sick or 2) Personal Paid Leaves which the employee has accumulated.

A total of 12 work weeks of leave during any 12-month period may be granted under this policy. The term "12-month period" means that period of consecutive calendar month, or portions thereof, which begins with the commencement of the first day of leave under the Family and Medical Leave Act and/or this policy. Leave must be taken on a sustained or uninterrupted basis, except that intermittent leave may be taken, when medically necessary, to care for a spouse, child, or parent who has a serious health condition or because of a serious health condition of the employee.

The employee shall use all available paid leave time to which he or she is entitled prior to the commencement of unpaid leave. The employee shall provide as much prior notice as possible, preferably a minimum of 30 days.

Medical certification of a serious medical condition of the employee, spouse, child, or parent shall be required and a second opinion may be requested by the District at the District's cost. The District may also require periodic reports on the employee's status and a fitness-for-duty report to return to work.

During a leave granted under this policy, the employee's group insurance benefits will be continued, provided the employee continues to remit his/her share of the premium, if applicable.

The employee will be permitted to return to his/her former position or an equivalent position with equivalent pay and benefits.

ARTICLE V

SENIORITY

A. SENIORITY DETERMINATION

Unless otherwise noted in a specific provision, whenever the term "seniority" is used in this contract it shall be computed from the date the employee signed a contract with the Akron Community School, the Westfield Community School or the Akron-Westfield Community School. The definition of the term half-time employee shall be a licensed employee with a 0.5 FTE ratio teaching assignment. The definition of the term *full-time employee* shall be a licensed employee with a 1.0 FTE ratio teaching assignment. Employees who work more than half-time shall receive full seniority. Employees who work half-time or less shall receive prorated seniority. Employees on board-approved extended leaves of absence shall retain seniority.

B. SENIORITY, CERTIFICATIONS, APPROVALS AND ENDORSEMENT LIST

By September 30 of each school year, the superintendent shall provide each employee and the Akron-Westfield Education Association with list showing seniority of each employee, including but not limited to the date the employee signed a contract with the Akron Community School, Westfield Community School, or Akron-Westfield Community School District, the number of years each employee has taught in the above school systems and the percentage of full-time for each contract year. If the actual date the employee signed his or her contract is not available, the list shall show the date the Board of Education approved the contract or the year for which the contract was signed. In addition, the list shall show each employee's certification, endorsements and approvals. Employees will have ten (10) working days to notify the superintendent of any inaccuracies in the list. After ten (10) working days, an employee will not have the right to challenge the accuracy of the list.

ARTICLE VI

STAFF REDUCTION PROCEDURES

A. STAFF REDUCTION

The Board has the responsibility to the citizens in the school district to operate the schools in an effective and efficient manner, including the responsibility to determine if and when reductions in staff shall be made and the areas in which reductions are necessary.

B. CLASSIFICATIONS

For purposes of staff reduction, staff members shall be classified as follows:

1. Staff members who are actually assigned to grades DK-5 including regular classroom teachers, Title I, elementary guidance and special education;
2. Grades 6-12 within specific curricular areas such as social studies, mathematics, science, English, special education; etc. Teachers with 7-12 certification shall be classified in every area in which they are certified. Teachers who do not have 7-12 certification shall be classified in each curricular area in which they are actually teaching at the time the recommendation to reduce is made.
3. Staff members who are certified in the following special areas: instrumental music, vocal music, physical education, librarian and art.

C. REDUCTION OR TERMINATION

When the contracts of one or more teachers are to be terminated or limited by reason of reduction in force, the following procedure shall determine the contracts of teachers to be terminated first:

1. Attrition due to retirement, death, or resignation within the affected classification;
2. Those teachers within the affected classification that are on probation from the previous year and have not improved their position from the previous year;
3. Those teachers with emergency and/or temporary certification within the affected classification;
4. Part-time teachers working less than one-half time in the affected classification;
5. Teachers shall next be terminated on the basis of seniority as defined in Article V of this contract. In general, the contract of the person within the classification who has the least seniority as defined in Article V would be terminated subject to the following additional rules:
 - a. If the person with the lowest seniority in that classification (Teacher A) is also classified in another area, the administration shall then examine the other area of classification, and if there is another teacher who is in the second classification who has less seniority than Teacher A, the person to be reduced shall be the teacher (Teacher B) in the second classification who has the least seniority as defined in Article V of this contract subject to the additional rules set forth in subparagraphs (C) (5) (a) through (d) of this section. If the person whose contract would be terminated (Teacher B) is also classified in another classification, the administration shall examine the second area of Teacher B's classification, and if there is another teacher who is in the second classification who has less seniority than Teacher B, the person to be reduced shall be the teacher (Teacher C) in the second classification who has the least seniority as defined in Article V of this contract subject to the additional rules set forth in subparagraphs (c) (5) (a) through (d) of this section. The application of this procedures shall continue until it results in a termination.
 - b. If the application of this procedure would result in termination of any teacher who possesses an approval or endorsement for teaching a subject offered by the district and/or mandated by state standards for which NO other teacher on staff has approval or endorsement, the teacher's contract shall not be terminated and the administration shall then apply the rules set forth in this section [Section (c) (5) (a) through (d)] to the person in the classification who is next lowest on the basis of seniority;

c. If the application of the procedure would result in termination of the contract of any teacher who also has Schedule B assignments which the school administrators judge to be in the best interests of the district to maintain, the teacher's contract shall not be terminated and the administration shall then apply the rules set forth in this section [Section (C) (5) (a) through (d)] to the person in the classification who is next lowest on the basis of seniority;

d. If application of the staff reduction procedures in classification 6-12 would result in the reduction of a person with certification other than 7-12 the person who would be reduced shall have the right to move into the DK-5 pool and the staff reduction procedures set forth herein [Section (c) (5) (a) through (d)] shall then be applied as though a reduction were to be made in the DK-5 pool;

e. If the application of this procedure would result in termination of the contract of any teacher in 6-12 who is also certified in one of the special areas set forth in paragraph 3, that employee may move into the classification pool for that special area and the administration shall then apply the rules set forth in this section [Section (C) (5) (a) through (d)] to that classification pool.

f. If the application of the staff reduction provisions in one of the special areas set forth in Paragraph 3 would result in the reduction of a staff member who is certified in another classification, the staff member shall have the right to move to that classification pool and the staff reduction procedures set forth herein [Section (C) (5) (a) through (d)] shall then be applied as though a reduction were to be made in the classification pool into which the employee has moved.

6. If the application of the seniority provisions results in a tie which is not otherwise resolved due to the application of the provisions of paragraph 5 and its subsections, the administration shall next consider the evaluations of teacher performance in accordance with the provisions of the evaluation procedures of this agreement. Such consideration shall be based on at least two (2) years of evaluations except for probationary teachers where only one evaluation may be considered if only one evaluation has been performed.

7. If the evaluations are relatively equal, the superintendent shall, in his or her sole discretion after consultation with the principals, determine the employee whose contract is to be reduced.

D. NOTIFICATION

The administration shall provide written notice to each employee who will be reduced in staff by April 15th. The administration shall also notify the association of proposed staff reduction notices by April 15.

E. RECALL RIGHTS

1. If there is a vacancy in any bargaining unit position, employees terminated or limited by reason of reduction in force who are certified to perform the work in question shall be recalled in the inverse order of layoff. In the event that two (2) employees have the same effective date of layoff, the employee with the most seniority as defined in Article V shall be the person recalled. The effective date of layoff shall be the last date upon which the employee actually performs duties for the school district.

2. The terminated or limited by reason of reduction in force employee shall keep the superintendent advised of his/her current address. Notice of recall shall be given by certified mail to the employee at his/her address. If an employee fails to respond within seven (7) business days (i.e. Monday through Friday) after receipt of the notice of recall, the employee will be deemed to have refused the position offered.

3. Employees who are offered recall shall have only one opportunity to accept or reject a job offer by the Board; provided, however, that the job offer must be for at least the same percentage of time as their contract at the time they were terminated or limited by reason of reduction in force (e.g. a full-time employee may reject a part-time position and retain recall rights; however, if he or she rejects a full-time position, he or she forfeits his or her recall rights. A person whose contract was 75% at the time of layoff must accept any job offer for a 75% or greater contract.)

4. An employee terminated or limited by reason of reduction in force shall retain, unless the employee waives this right in writing, recall rights for eighteen months from the effective date of layoff which shall be the date indicated by the Board of Education in a letter to the employee which states the last day of employment, as indicated on the employee's contract, with the Akron-Westfield Schools.

5. An employee reemployed under this Article shall be placed on the salary schedule at the last step attained at termination and then granted one step for beginning the new school year (e.g. if at the time termination, the employee was at BA+5, the employee would be reemployed at Step BA+6 and receive salary commensurate with that level) and be reinstated with sick leave days and other benefits accumulated at the time of being terminated or limited by reason of reduction in force.

ARTICLE VII

TRANSFER PROCEDURES

A. DEFINITION

The Board and the Association recognize that since the Akron-Westfield Community School program is administered within one contiguous building, transfer provisions from a definitional sense of the Iowa statutes may not apply to the Akron-Westfield Community School district. However, as found in this agreement, the word "transfer" shall mean a change in assignment within the district.

B. TRANSFER

When a vacancy occurs, notice of the vacancy shall be posted. All current employees, either part-time or full-time who wish to be considered for a transfer to the posted vacancy shall make application to the superintendent's office in writing within seven (7) days of the posting. Current employees will be given first consideration for said vacancy. If current employees are denied transfer, the district shall provide them, along with a local representative at their choosing, with a personal conference to discuss reasons for the denial of a transfer.

C. INVOLUNTARY TRANSFER

1. The decision to make an involuntary transfer shall vest in the judgment of the School Board, or its designee, based upon the needs of the School District.
2. When an involuntary transfer is anticipated for the forthcoming contract year, the employee shall receive notification as soon as practicable. In the event of an involuntary transfer during a contract year, the employee shall be given written notice at least twenty-one (21) calendar days prior to such transfer. The administration, with the mutual agreement of the teacher to be transferred, may decrease the amount of written notice time which must be provided. Prior to making the transfer, the Superintendent or principal shall meet with the teacher to discuss the reasons for the transfer.
3. When the School Board or its designee determines that an involuntary transfer is necessary, employees with the least seniority in the subject area or grade level in which an involuntary transfer is necessary and who are licensed for the vacant position will be transferred.
4. The employee shall be given written reasons(s) for the transfer.

ARTICLE VIII

DUES DEDUCTION

- A. Authorization. Any member of the Association may sign a form authorizing payroll deduction of professional dues. The form of authorization shall be set forth in this agreement according to Schedule E.
- B. The Association shall have the responsibility of informing its members of the dues deduction system, and of providing the necessary authorization forms and delivering the signed authorization form to the Board Secretary.
- C. Regular Deductions: Pursuant to a deduction authorization, the Board Secretary shall deduct one-sixth of total dues from the regular salary check of the employees each month for six (6) months, beginning in October and ending in March of each year. Employees must submit their dues deduction form to the Board Secretary by October 1 of each year.
- D. Termination: Any employee who terminates employment prior to June shall provide verification to the Board Secretary from the Association that dues are paid in full or that satisfactory arrangements have been made.
- E. Transmission of Dues: The Board shall transmit to the Association Treasurer the total monthly deduction for professional dues prior to the next pay period including a listing of the employees for whom the deductions were made.
- F. Indemnification: The Association hereby agrees to indemnify and save harmless the Board, and any of its employees, from all amounts and claims arising out of the performance of this dues deduction article.

ARTICLE IX

INSURANCE

HEALTH, PHYSICIANS AND MAJOR MEDICAL

A. This language applies to those employees who were under contract for the 2001-2002 school year and continue to be employed by the Akron-Westfield School.

The Board of Education will pay 90% of the premium on family health insurance and 100% of the single premium each month to provide group health, physician and major medical coverage, at no less than coverage contained in the Wellmark Protector 750 Plan effective July 1, 2006 unless mutually agreed.

The 10% contribution for family insurance will remain in effect through the contract year 2007-2008, unless reopened by mutual agreement. Any changes after the 2007-2008 contract year must be negotiated.

If an employee chooses an alternative plan, which increases their monthly premium, the difference shall be deducted from their monthly salary. If an employee chooses a plan, which decreases their monthly premium, the saving shall be added to their monthly salary.

Effective July 1, 2006, the deductible and out-of-pocket rates are as listed below:

Single Policy

(a) \$750 calendar year deductible with 80-20 co-insurance if using an approved provider as named by the current policy. The maximum out-of-pocket expense for a single employee will be \$1000 per calendar year.

Family Policy

(b) \$750 per person or \$1,500 per family per calendar year deductible with 80-20 co-insurance if using an approved provider as named by the current policy. The maximum out-of-pocket expense per person will be \$1,500 per calendar year and \$3,000 per family per calendar year.

1. In the event that an employee who had family coverage for the contract year 2001-2002 wishes to switch to single coverage, that employee will receive a one-time insurance incentive of the difference between premium costs of the protector 750 family and protector 750 single premiums. This stipend shall not exceed \$6,534 increase in salary. This stipend amount will be the maximum until after the 2007-08 school year. Any changes after that must be negotiated. This incentive plus their salary with the % of increase in Schedule A, B, and Extended contracts becomes their new salary placement on the schedule.

Employees will be able to receive the insurance benefit, as stated in the previous paragraph, as long as they are employed with the Akron-Westfield CSD.

In the future these employees have the option to purchase family insurance at their own expense according to the guidelines provided by Wellmark.

2. Any person eligible for recall (with the rights listed in Article VI, Section E., Recall Rights) that had family insurance shall retain family coverage as listed in Article XI, Section A of the current contract.

B. This language applies to those employees hired after the 2001-2002 school year.

The Board of Education will pay the full premium for single employees each month to provide group health, physician and major medical coverage, at no less than coverage contained in the Single Wellmark Protector 750 Plan effective July 1, 2006. These employees have the option to purchase family insurance at their own expense.

Effective July 1, 2006, the deductible and out-of-pocket rates are as listed below:

Single Policy

(a) \$750 calendar year deductible with 80-20 co-insurance if using an approved provider as named by the current policy. The maximum out-of-pocket expense for a single employee will be \$1,500 per calendar year.

If family insurance is purchased:

Family Policy

(b) \$750 per person or \$1,500 per family per calendar year deductible with 80-20 co-insurance if using an approved provider as named by the current policy. The maximum out-of-pocket expense per person will be \$1,500 per calendar year and \$3,000 per family per calendar year.

C. Insurance benefits shall be given to part-time employees according to their % of employment if less than 30 hours per week, or these qualifying employees may waive their right to receive these health benefits. Any employee who works more than 30 hours per week or 3/4 time, shall receive full health benefits.

LONG-TERM DISABILITY POLICY

The Board of Education will pay Thirty-five (35) % of a full premium on an L.T.D. policy, as agreed to by both parties, for each employee covered by this contract. In the event that in a given year the L.T.D. is dropped by the employees, then the negotiated dollar value of the Board's contribution, less IPER and FICA costs, will be paid to the licensed employees and nurse based on their F.T.E.'s.

ARTICLE X

WAGES & SALARIES

A. SALARY

Teachers who continue employment with Akron-Westfield shall be paid at the rate shown on Schedule "A".

B. PLACEMENT ON SALARY SCHEDULE

Credit for experience for purposes of placement on Schedule "A" shall not be limited except as set forth on Schedule "A". Credit for experience in the same sport at the interscholastic or college level will be granted for placement on Supplemental Schedule B. Boys and girls sports, as well as comparable sports (i.e. baseball and softball) will be accepted.

C. ADVANCEMENT ON SALARY SCHEDULE

1. Salaries Frozen. Any teacher may be placed on formal probation by "freezing" the teacher's salary at present pay level. This shall mean the identical salary as the previous year, without any increase granted pursuant to contract negotiations.
2. Educational Lanes. Employees will be granted pay as is shown on Schedule "A" for advancement from one educational lane to another. The lanes shall be as follow: BA, BA + 15, BA + 30, MA, MA + 15, MA + 30. For advancement from one educational lane to the next, the employee shall file suitable evidence of additional educational credit with the superintendent no later than September 20th of each school year if the person is to receive a revised salary contract due to the level of educational advancement. In order for credit hours to be accepted, the credit hours must be toward an advanced degree and they must be in the teaching field or specialty approved by the administration.

D. PART TIME EMPLOYEES

Each part time employee will be placed on the correct step of the "Hiring Salary Schedule for 2006/2007" commensurate with his or her years of service and educational qualification granted at hire. Their salary, benefits, and duties will be calculated in proportion to their percent of employment. A single health insurance policy will be given to anyone who is thirty hours or three-fourths time. Under no circumstances will any new employee be hired off the "Hiring Salary Schedule for 2006/2007."

E. CONDITIONS OF PAYMENT

In order to receive the salary, all employees shall be properly licensed by the Department of Education and shall have on file in the Akron-Westfield school superintendent's office the following items:

1. College transcript (official)
2. DOE approval statement

3. Teacher license from the State of Iowa
4. Other forms required by the school administration

F. METHOD OF PAYMENT

1. Pay Period. Each employee shall be paid in twelve (12) or nine (9) equal installments on the twentieth (20) of each month. Employees shall receive their checks at their regular building and on regular school days.
2. Exceptions. If a pay day shall fall on a non-school day, the employee shall receive his check on the last previous school day. Employees who are new in the teaching profession may, at their option, elect to receive up to 5/190 of their salary after the completion of the first five (5) work days of employment. The balance of the contracted salary shall then be pro-rated over the remaining pay period. Summer checks, other than for summer school employees, shall be mailed to the address designated by the employee. The employee may elect to pick up the summer check at the school office if he/she so desires.
3. Employees are encouraged to participate in automatic deposits set up in the bank accounts of their choice and/or designation.

G. EMPLOYEES RETURNING TO DISTRICT

Any employee with previous teaching experience in the Akron-Westfield School district, Akron and/or Westfield School District shall, upon returning to the district, be restored up to the salary of a staff member with equivalent educational advancement and years of experience.

H. PHASE III

Distribution of funds under Phase III of House File 499 shall be incorporated by this reference and made part of this master agreement.

I. INDIVIDUAL EXTENDED CONTRACTS

1. Employees who perform teaching, counseling, curriculum writing/revision, inservice activities, committees, Phase III projects and other services performed on Individual Extended Contracts, shall be compensated at the agreed rate as stated on the contract form. The standard \$\$ rate per hour beginning with the 2006-2007 school year is \$26.27.
2. If an employee receives an Individual Extended Contract for a particular assignment, but is unable to complete the assignment as stated on the contract, then the employee will return said contract to the administrator listed on the contract form with an accompanying explanation. Partial compensation will be based on mutually agreed percent of the assignment finished.

J. CONTRACT RELEASE

Release from a contract, after July 1 and before September 1st of any given school year, shall be contingent upon finding a suitable replacement. Licensed personnel, whose circumstances place them within the previous sentence timeline, when requesting release from a contract after it has been signed and before it expires, will be required to pay the board, before the release is given, up to \$500 for expenses to locate and hire a suitable replacement. Any additional charges up to \$1,000 will be paid upon receipt of an itemized statement of total expenses.

ARTICLE XI

HOURS

A. Work Year

Employees agree to a contract year of 190 teacher workdays, to include: 180 teaching days as required by the Department of Education, five paid holidays (Labor Day, Thanksgiving, Christmas, New Year's Day and Memorial Day); and five (5) inservice days. Three of the five inservice days will be scheduled prior to commencement of fall classes, with one-half(1/2) of one day of the three reserved for teachers to work independently in their own areas. Any additional days required and funded by the state beyond the stated contract days (190), shall be paid according to state mandate.

B. WORK DAY

1. The normal workday shall begin at 8:05 am and end at 3:45 pm, except Fridays and days preceding holidays and vacation periods when the workday shall end at the close of the students' day.
2. The administration shall develop a duty-free lunch period of at least 25 minutes, during the work day or the district shall provide a paid duty lunch for each employee assigned to cover lunch time during the work day which is in addition to the normal teaching time. Employees may leave the building, after checking out at the office, during their lunch period.
3. It is recognized that the total school program includes events such as open houses, in-service meetings, parent-teacher conferences and faculty meetings and all similar type school functions and programs. School committee assignments will be made on an equitable basis, taking into account the other duties performed by employees, including extracurricular duties and the time commitment for each committee involvement.
4. From time to time, the superintendent may require a change in the daily hours for employees and may also require an employee to attend programs and functions such as those covered by paragraph #3. The building administrator may allow an employee to leave before 3:45 or the end of the school day for good cause. Good Cause shall refer to any medical or emergency situation which may involve the employee or a member of the employee's immediate household.
5. Employees will receive a personal pass and guest complimentary pass in exchange for working at two (2) of the following assignments: ticket duty or student supervision at plays, athletics, music programs, homecoming activities, wrestling tournament duties and other similar functions. One pass shall be issued in the employee's name and the other to "Guest." Employees that are assigned to work more than the two assignments will be rotated for duty on a yearly basis and compensated \$15/ duty or session. Workers at the Wrestling Tournament (not counting ticket duty) shall be compensated \$15/ session along with their one (1) assignment. The Tournament Director, if other than the Athletic Director, shall be credited with two (2) assignments.
6. The Administration shall give two (2) days notice of regular faculty meetings. A faculty meeting shall be considered to be a faculty-wide meeting at the elementary and/or middle school and/or high school level. The general topic of the meeting shall be included in the notice. In event of emergency meeting, no notice is required.
7. Each employee is guaranteed a minimum of five(5) duty-free periods per week or approximately 3.75 hours per week for academic preparation. Employees may waive this guarantee. If an employee is required to give up their preparation time by the administrator, then they shall be compensated at the per diem rate.

ARTICLE XII

LICENSED STAFF SALARIES

Schedule A, for the 2006/2007 school year shall be advanced according to Article XV of this Agreement based on an increase of 6.1% per F.T.E., as compared to the negotiated 2005-2006 contract. An additional \$171.67 will be paid to returning F.T.E. staff members who were on school health insurance with a 100 or 500 dollar deductible for 2005-2006. Total package is 5.82%.

Schedule "A"

A. The salary increases set forth above are the equivalent of the teacher's 2005-06 salary including base salary, Phase I monies (if any) and Phase II monies (if any), plus any negotiated raise. In the event that the school district receives actual Phase I and Phase II monies which are less than anticipated, the salaries shown above shall be reduced dollar for dollar with the reduction in Phase monies. After the 2006-2007 staff is set (in approximately October, 2006), the parties shall determine how much of each teacher's salary is attributable to Phase I and/or Phase II funds based upon the actual Phase I and II monies received by the district.

B. In the event that a full-time teacher changes from a BA to a BA+15 or from a BA+15 to a BA+30 or from a MA to a MA+15 or from a MA+15 to a MA+30, the teacher shall receive an additional \$550. In the event that a teacher changes from a BA+30 to an MA, the teacher shall receive an additional \$600.00 beyond the salary stated above. Part time employees shall receive lane change increases commensurate with their percent of employment. Lanes for new hires will be referenced to the **"Hiring Salary Schedule for 2006/2007."**

C. Hiring salary: Each new employee will be placed on the "Hiring Salary Schedule for 2006/2007" based on a step no greater than his or her actual years of teaching experience, educational qualification, and percent of F.T.E. Any employee who has rendered at least ninety (90) school days of any school year shall be given full credit for one year of service toward the next increment step for the following year. **"Hiring Salary Schedule for 2006/2007" is attached to this agreement.** In no event shall the salary at which a new staff member is hired be less than **\$27,372** including Phase I funds.

ARTICLE XIII

SUPPLEMENTAL SCHEDULES

- A. Any employee with previous experience on the supplemental schedule in the Akron-Westfield School District, Akron or Westfield School Districts, shall upon returning to the district be granted the step previously accumulated on the Supplemental Schedule.
- B. Credit for experience for placement of new hires on the Supplemental Schedule will be granted if this work experience was interscholastic, grades (7-12) or college level, and in the same sport/activity.

Schedule B - The 2006-2007 Supplemental Schedule "B" shall be increased to the nearest dollar based on the 6.1% increase.

When the number of participants in a sport or extracurricular activity exceeds 29 students per coach or supervisor, then an assistant coach or supervisor will be hired to assist.

----- Level Placement of Positions -----

Level 1

Ass't. Musical Director
FCCLA Sponsor
Ass't. Speech Director

Level 2

Jr. Class Sponsor
Large Group Speech Director
Individual Speech contest Sponsor
Head Play Director/Musical Director
Middle-School Cheerleading Sponsor
Middle-School Assistant Coach

Level 3

Concession Stand Mgr.
Middle-School Head Coach
Annual Staff Sponsor
Cheerleading Sponsor
Drill team Director

Level 4

Ass't High School Coach
Vocal or Instrumental Music - Sponsors

Level 5

High-School Head Coach
Athletic Director
Head Golf (Boys & Girls)

Level 6

Activity Bus Sponsors
Chaperone

Schedule B for the 2006-2007 school year:

2006--2007

6.1% increase

	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6
1	\$808	\$930	\$1,172	\$2,258	\$3,136	
2	\$890	\$1,012	\$1,253	\$2,419	\$3,377	
3	\$970	\$1,092	\$1,332	\$2,585	\$3,619	\$19
4	\$1,051	\$1,175	\$1,413	\$2,745	\$3,914	
5	\$1,132	\$1,253	\$1,495	\$2,906	\$4,104	

SCHEDULE "C"

Schedule C - The School Nurse's salary shall be determined by the "Hiring Salary Schedule for 2005/2006," with duties to be assigned by the Superintendent.

- A. Nurses who have an A.D.N. (associate degree in nursing) license, but less than a bachelor of science in nursing degree, or BSN, shall be hired at 5% less than their placement (base plus experience) on the Hiring Salary Schedule. They shall be entitled to the single health insurance benefit.

The following language will be in effect for nurses who were under contract for the 2004-2005 school year and continue to be employed by the Akron-Westfield School:

- B. The requirement of taking single health insurance for these two employees (current school nurses) only will be waived, as long as they remain employees of the district. This would be a one-time, non-precedent setting event. The salaries for the nurses will be annually negotiated.

*Should either of these nurses need to take the district's health insurance in the future, they shall be allowed to do so. However, their salary would be reduced by \$1,400 to offset the cost of the single insurance premium.

ARTICLE XIV

SAFE SCHOOLS POLICY

The SBAW has developed for the Board of Education's approval the following Board Policy in regard to Safe Schools:

BOARD POLICY AKRON-WESTFIELD COMMUNITY SCHOOLS

SAFE SCHOOLS POLICY

UNSAFE AND HAZARDOUS CONDITIONS

When in the judgment of the employee an unsafe or hazardous condition exists and presents a clear and present danger to the students in his/her charge or to himself/herself, said condition will be reported promptly to the Principal. This report shall be in writing and on a form provided by the school district and available in each building office. Upon delivery of said written notice, the employee shall be relieved of any and all liability or evaluative accountability for any subsequent injury or accident arising from the existence of the unsafe or hazardous condition.

USE OF REASONABLE FORCE

An employee may, within the scope of his/her employment, use and apply such amount of force as is lawful and necessary to quell a disturbance threatening physical injury to others, to obtain possession of weapons or other dangerous objects upon the person or within the control of a pupil, for the purpose of self-defense, or for the protection of persons or property.

ASSAULT UPON AN EMPLOYEE

Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal.

The Board shall give its cooperation in any proceedings initiated by an employee arising from an assault upon the employee while acting in the scope of the employee's duties. The Board shall not be obligated to pay for any of the employee's legal expenses relating to such a proceeding.

Appendix "A"
AKRON-WESTFIELD COMMUNITY
SCHOOL DISTRICT

GRIEVANCE FORM

Level _____ Date Filed _____

Name _____

Building _____

A. Statement of Appeal/Grievance

B. _____

Signature _____ Date _____

Disposition of Level One

Signature of Official _____ Date _____

Disposition of Level Two

Signature of Official _____ Date _____

Disposition of Level Three

Signature of Official _____ Date _____

Disposition of Level Four

Signature of Official _____ Date _____

For use by those with level responsibility

Copies to:

Level Two

Principal or immediate supervisor

Level Three

Superintendent

Level Four

Arbitration

Appendix "B"

AKRON-WESTFIELD COMMUNITY SCHOOL DISTRICT

EXTENDED INDIVIDUAL CONTRACT

For work done beyond the regular school day or year by certified staff at Akron-Westfield community Schools.

Administrator: _____

Teacher: _____

Date: _____

I. Nature of Assignment (Check One) _____

- _____ A. Teaching or Counseling
- _____ B. Curriculum or Standards writing or revision
- _____ C. Inservice activity
- _____ D. Committee assignment
- _____ E. Phase III project
- _____ F. Other; please specify

II. Specific description of work assigned: _____

1. What work will be done?

2. When will the work be done?

Beginning Date: _____

Ending Date: _____

3. Estimated time needed to complete assignment: _____ hours

4. Compensation information. Match the letters (A-F) to Part I Nature of Assignment

Payment is: (Check One)

- _____ per diem (A)
- _____ Standard \$\$ rate per hour (B & C)
- _____ Stipend (D,E, & F)
- _____ Gratis (D & E)

5. Total payment due at completion of assignment: \$\$ _____

Teacher Signature: _____

Administrator Signature: _____

Hiring Schedule for 2006--2007

	BA	BA+15	BA+30	MA	MA+15	MA+30
1	27,372.00	27,923.00	28,473.00	29,073.00	29,623.00	30,173.00
2	27,920.46	28,470.46	29,020.46	29,620.46	30,170.46	30,720.46
3	28,478.87	29,028.87	29,578.87	30,178.87	30,728.87	31,278.87
4	29,048.45	29,598.45	30,148.45	30,748.45	31,298.45	31,848.45
5	29,629.42	30,179.42	30,729.42	31,329.42	31,879.42	32,429.42
6	30,222.00	30,772.00	31,322.00	31,922.00	32,472.00	33,022.00
7	30,826.44	31,376.44	31,926.44	32,526.44	33,076.44	33,626.44
8	31,442.97	31,992.97	32,542.97	33,142.97	33,692.97	34,242.97
9	32,071.83	32,621.83	33,171.83	33,771.83	34,321.83	34,871.83
10	32,713.27	33,263.27	33,813.27	34,413.27	34,963.27	35,513.27
11	33,367.53	33,917.53	34,467.53	35,067.53	35,617.53	36,167.53
12	34,034.88	34,584.88	35,134.88	35,734.88	36,284.88	36,834.88
13	34,715.58	35,265.58	35,815.58	36,415.58	36,965.58	37,515.58
14	35,409.89	35,959.89	36,509.89	37,109.89	37,659.89	38,209.89
15	36,118.09	36,668.09	37,218.09	37,818.09	38,368.09	38,918.09
16	36,840.45	37,390.45	37,940.45	38,540.45	39,090.45	39,640.45
17	37,577.26	38,127.26	38,677.26	39,277.26	39,827.26	40,377.26
18	38,328.81	38,878.81	39,428.81	40,028.81	40,578.81	41,128.81

**FIGURE 1
OVERVIEW OF THE STAFF EVALUATION
AND PROFESSIONAL GROWTH PROGRAM**

IOWA TEACHING STANDARDS		
1. Supporting District Achievement goals 2. Content Knowledge 3. Planning for Instruction 4. Delivery of Instruction		5. Monitoring Student Learning 6. Classroom Management 7. Professional Growth 8. Professional Responsibilities
<p align="center">Tier I BEGINNING TEACHER</p> <p><u>Who:</u></p> <ul style="list-style-type: none"> • New beginning teacher • Newly hired teacher with NO knowledge of the Iowa Teaching Standards <p><u>Purpose:</u></p> <ul style="list-style-type: none"> • To insure that the Iowa Teaching Standards are understood, accepted, and demonstrated • To provide support in the implementation of the Iowa Teaching Standards • To show accountability for decisions to continue employment • To provide documentation on the Iowa teaching standards and criteria for licensure recommendation <p><u>Process:</u></p> <ul style="list-style-type: none"> • Classroom observation and feedback • Portfolio development • Required professional development activities through the district induction program and district career development plan • Regular evaluation reports and feedback through formative and summative evaluations. Comprehensive evaluation to determine licensure recommendation. • Initial meeting prior to Oct. 1 • Three formal observations completed by March 30 • Individual Career Development plans (job target) completed beginning, middle, and end of year. 	<p><u>Purpose:</u></p> <ul style="list-style-type: none"> • To enhance professional growth • To focus on district school improvement goals • To focus on continuous implementation of the Iowa Standards <p><u>Process:</u></p> <ul style="list-style-type: none"> • Continuous review of the implementation of the Iowa Standards and criteria and continued documentation that the career teacher meets the district expectations and the Iowa teaching standards through a performance review at least once every three years. • Class observation of the teacher • Collaborative development of individual/team career development plans • Reflection and feedback on growth plan progress and impact through at least an annual conversation with the supervisor and the performance review. • Initial meeting prior to Oct. 1 for 1 year plan. Teams or multi-year plans by Nov. 1. Written review of such plan by May 1 • Individual Career Development plans (job target) completed beginning, middle, and end of year. 	<p>for supporting and directing needed help in any of the Iowa Standards</p> <p><u>Process:</u></p> <ul style="list-style-type: none"> • Phases: 1. Awareness 2. Assistance • Development and implementation of a professional assistance plan for not longer than twelve months • Regular evaluation reports and feedback • May begin at any time • Notification in writing
Tier II CAREER TEACHER		
<p><u>Who:</u></p> <ul style="list-style-type: none"> • All career teachers who are demonstrating continued competence on the Iowa Teaching Standards 	<p><u>Purpose:</u></p> <ul style="list-style-type: none"> • To enable a career teacher the opportunity to seek assistance in meeting any of the Iowa Standards • To provide a structured process 	
Tier III INTENSIVE ASSISTANCE		
	<p><u>Who:</u></p> <ul style="list-style-type: none"> • Career teachers in need of specific professional assistance in identified area(s) of the Iowa Teaching Standards 	

RELEVANT DEFINITIONS:

1. The **District Career Development Plan**, which is included in the Comprehensive School Improvement Plan (CSIP), focuses on improving student learning and should engage all teachers in collective professional development. Student needs drive the decision-making and student learning forms the basis on which professional development is designed, supported, and evaluated. The Iowa Teacher Quality Program legislation states that the local district is responsible to develop and implement a District Career Development Plan that:
 - aligns with the Iowa Teaching Standards
 - delivers professional development that is targeted at instructional improvement and designed with the following components
 - student achievement data and analysis
 - theory
 - classroom demonstration and practice
 - observation and reflection, and
 - peer coaching
 - includes an evaluation component that documents the improvement in instructional practice and the effect on student learning
 - integrates the instructional application of technology
 - focuses on research-based instructional strategies aligned with the school district's student achievement needs and the long-range and annual improvement goals established by the district.
 - supports the career development needs of individual teachers.
2. **Beginning teacher** is an individual serving under an initial license issued by the Iowa Board of Educational Examiners under chapter 272 who is assuming a position as a classroom teacher. A teacher as defined in the Teacher Quality legislation is an individual who is employed as a teacher, librarian, media specialist, or counselor in a nonadministrative position by a school district or an area education agency. Also considered is a newly hired teacher to the school district with no knowledge of the Iowa Teaching Standards.
3. **Career teacher** is an individual who is serving under a standard license and has had at least two years of successful teaching in a public school in Iowa or has had three years of successful teaching in a nonpublic Iowa school or in a school outside of the state of Iowa.

ARTICLE XV

Document Authorization

The involved parties have caused this contract to be signed by their respective presidents, attested by their respective chief negotiators, and their signatures to be placed hereon, all on the day and year written below.

AKRON-WESTFIELD EDUCATION ASSOCIATION AKRON-WESTFIELD BOARD OF EDUCATION

by Lisa Harris 4-27-06
(AWEA President) (Date)

by James A. Blod 5/10/06
(Board President) (Date)

by Randy C. Bartels 4/27/06
(AWEA Chief Negotiator) (Date)

by James A. Blod 5/10/06
(Board Chief Negotiator) (Date)